This Instrument Prepared By:
BROKERS ESCROW SERVICES, INC.

211 Donelson Pike, Suite 2, P. O. BOX 140255
Nashville, Tennessee 37214

Davidson County DEEDWARR
Recvd: 05/24/04 13:19 2pgs
Fees:13.00 Taxes:342.25
20040524-0060617

ADDRESS NEW OWNER:
Greg and Chestieta McDowell
4873 Whittier Dr.
Old Hickory, Tennessee 37138

SEND TAX BILL TO:
Owner

MORTGAGEE:
MORTGAGE INVESTORS GROUP
8320 East Walker Springs Lane, Suite 200
Knoxville, TN 37923

MAP **065**
GROUP **09-0**
PARCEL **070.00**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEES", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Roger W. Costa and wife, Carole Costa** hereinafter called the "GRANTORS", have bargained and sold, and by these presents, do transfer and convey unto **Greg B. McDowell and wife, Chestieta C. McDowell**, hereinafter called the "GRANTEES", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

A certain tract or parcel or land in Davidson County, Tennessee, described as follows, to-wit:

Being Lot No, 104 on the Plan of Sherwood Forrest, Section III, as of record in Book 4460, page 81 Register's Office for Davidson County, Tennessee.

Said Lot No. 104 fronts 64.86 feet on the southeasterly margin of Whittier Drive and runs back 145 feet on the southwesterly side line and 155.29 feet on the northeasterly side line and measures 69.82 feet across the rear lot line.

Being the same property conveyed to Roger W. Costa and wife, Carole Costa by deed from Roger W. Costa, Co-Executor and Esther C. Swink, Co-Executor dated April 26, 2004, of record in Instrument no. 20040430-0049260, Register's Office for Davidson County, Tennessee.

Taxes for the current year have been settled between the parties. Said property is transferred subject to the following matters:

1. Taxes resulting from supplemental, revised or corrected assessments under T.C.A., section 67-5-603, et. seq.
2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.
3. Subject to restrictive covenants contained in an instrument of record in Book 4465, page 184 and Book 4593, page 690, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.
4. Subject to all covenants, subdivision restrictions, easement and other matter of record in Plat Book 4460, page 81, said Register's Office.
5. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 4460, page 81, Register's Office for Davidson County, Tennessee.

This is improved property known as 4873 Whittier Dr., Old Hickory, Tennessee 37138.

GRANTOR makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with

respect to the condition of the property conveyed hereby, including improvements located thereon, including, without limitation, the habitability, condition or fitness thereof for any particular use or purpose. Grantee agrees that the property conveyed hereby, including improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said "GRANTEES", its successors and assigns, forever, and,

GRANTORS do covenant with the said "GRANTEES" that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and warrants that the same is unencumbered, unless otherwise herein set out; and,

"GRANTORS", do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEES", and its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this the 21st day of May, 2004.

Roger W. Costa

Roger W. Costa

Carole Costa

Carole Costa

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Roger W. Costa and wife, Carole Costa**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 21st day of May, 2004.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN My Commission Expires 09/08/2007

My Commission Expires:

STATE OF Tennessee)
COUNTY OF Davidson)

The actual value or consideration, whichever is greater, for this transfer is $92,500.00.

AFFIANT

Subscribed and sworn to before me on this 21st day of May, 2004.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN My Commission Expires 09/08/2007

My Commission Expires: